

**ARTICLE 13**

**SUSPENDED OPERATIONS**

**13.1** If the Employer determines that the public health, property or safety is jeopardized and it is advisable due to emergency conditions to suspend the operation of all or any portion of the institution, the following will govern employees covered by this Agreement:

A. Employees scheduled and not required to work during the disruption will have no loss in pay for the first day.

B. Non-emergency employees may be reassigned to similar positions at a location within a reasonable driving distance from the non-operational location during any disruption of service.

C. The following options will be made available to the affected employees who have been released and are not required to work for the balance of the closure:

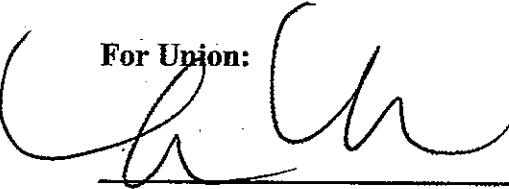
1. Vacation leave, personal holiday;
2. Accrued compensatory time (where applicable);
3. Leave without pay; or
4. Make up lost time during the workweek.

D. Employees who would otherwise be released but are required to work during the disruption will receive one and one-half (1½) times their regular pay for work performed during the period of suspended operation. Overtime worked by overtime-eligible employees during the closure will

be compensated according to Article 5, Overtime, of this Agreement.

**13.2** The applicable options listed in Subsection 13.1 C, above, will be made available to employees who are unable to report to work due to severe inclement weather.


For Union:



Date

8/9/06

For Employer:



Date

8/9/06

## ARTICLE 14

### MISCELLANEOUS LEAVE

#### 14.1 Bereavement Leave

Up to three (3) days of paid bereavement leave will be granted for the death of any family member or household member that requires the employee's absence from work. Family members are defined as mother, father, sister, brother, mother-in-law, father-in-law, husband, wife, grandparent, grandchild, son, daughter, stepchild, and a child in the custody of and residing in the home of an employee.

#### 14.2 Family Care Leave

In accordance with the Washington State Family Care Act, employees may use sick leave, compensatory time, vacation, personal holiday, and/or leave without pay to care for a child of the employee with a health condition, or a spouse, parent, parent-in-law, or grandparent who has a serious health condition. Use of such leave must be in accordance with the terms of this Agreement.

#### 14.3 Military Leave

Employees will be entitled to military leave with pay not to exceed fifteen (15) working days during each year, beginning October 1st and ending the following September 30th, in order to report for active duty, when called, or to take part in active training duty in such manner and at such time as they may be ordered to active duty or active training duty in the Washington National Guard or of the Army, Navy, Air Force, Coast Guard, or Marine Corps reserve of the United States or of any organized reserve or armed forces of the United States.

- A. Such leave will be in addition to any vacation and sick leave to which an employee is entitled and will not result in any reduction of benefits, performance ratings, privileges or pay.

- 1       B.     During military leave, the employee will receive the normal base pay.  
2             Employees required to appear during working hours for a physical  
3             examination to determine physical fitness for military service will receive  
4             full pay for the time required to complete the examination.  
5

6   **14.4   Parental Leave**

7       Parental leave will be granted to a permanent employee because of the birth of a  
8       child of the employee and in order to provide care, or because of the placement of  
9       a child with the employee for adoption or foster care.  
10

- 11      A.     Parental leave will not total more than six (6) months, and will run  
12             concurrently with leave granted under Article 12, Family and Medical  
13             Leave and any pregnancy disability leave following the birth or placement  
14             of a child.  
15

- 16      B.     Requests for parental leave that exceed the provisions of Article 12,  
17             Family and Medical Leave, may be denied on the basis of operational  
18             necessity.  
19

- 20      C.     Parental leave must be taken during the first year following the child's  
21             birth or placement of the child with the employee for adoption or foster  
22             care.  
23

- 24      D.     The employee will submit a written request for parental leave to the Employer  
25             and must receive the approval prior to taking parental leave. The employee  
26             will provide not less than thirty (30) days' notice, except that if the child's  
27             birth or placement requires leave to begin in less than thirty (30) days, the  
28             employee will provide notice as is practicable.  
29

E. Parental leave may be a combination of the employee's accrued vacation leave, sick leave for pregnancy disability or other qualifying events, personal holiday, compensatory time or leave without pay.

The Employer may require employees to exhaust all paid leave prior to using any leave without pay for parental leave, except that the employee will be allowed to use eight (8) hours per month of accrued paid leave during each month of parental leave to provide for continuation of benefits as provided by the Public Employees' Benefits Board. The Employer will designate on which day of each month the eight (8) hours paid leave will be used.

#### **14.5 Pregnancy Disability Leave**

A. Pregnancy disability leave will be in addition to the twelve (12) weeks of FMLA leave.

B. Pregnancy disability leave will be granted for the period of time that a permanent employee is sick or temporarily disabled because of pregnancy and/or childbirth. The length of pregnancy disability leave will be as defined and certified by the employee's licensed health care provider. The employee will provide, a copy of such certification to the Employer.

#### **14.6 Temporary Disability Leave**

Temporary disability leave will be granted to a permanent employee who is precluded from performing his or her job duties because of a disability. Temporary disability leave includes a serious health condition of the employee as provided in Article 12, Family and Medical Leave.

A. Temporary disability leave will not total more than twelve (12) months, and will run concurrently with leave granted under Article 12, Family and Medical Leave.

1       B.     The temporary disability and recovery period will be as defined and  
2             certified by the employee's licensed health care provider. The employee  
3             will provide, in a timely manner, a copy of such certification to the  
4             Employer.

5  
6       The Employer may require employees to exhaust all paid leave prior to using any  
7       leave without pay for temporary disability leave, except that the employee will be  
8       allowed to use eight (8) hours per month of accrued paid leave during each month  
9       of temporary disability leave to provide for continuation of benefits as provided  
10      by the Public Employees' Benefits Board. The employer will designate on which  
11      day of each month the eight (8) hours paid leave will be used.

12  
13   **14.7   Civil Duty Leave**

14       Leave of absence with pay will be granted to an employee to serve on jury duty,  
15       to serve as a trial witness, or to exercise other subpoenaed civil duties. An  
16       employee will be allowed to retain any compensation paid to him or her for his or  
17       her jury duty service.

18  
19   **14.8   Employee Assistance Program**

20       A.     Leave of absence with pay will be granted to an employee to attend an  
21             initial intake and assessment session from an employee assistance  
22             program, if it occurs during the employee's scheduled work shift.

23  
24       B.     The Employer may approve an employee-requested schedule change, use  
25             of paid leave or leave without pay to attend any other appointment(s) with  
26             an employee assistance program.

27  
28   **14.9   Interviews**

29       A.     Employees will receive leave of absence with pay for interviewing for  
30             positions within the employee's college, if scheduled during an  
31             employee's scheduled work time.

- 1
- 2 B. Employees will receive leave of absence with pay for up to four (4) hours
- 3 per fiscal year for travel and interviews within the employee's district, if
- 4 scheduled during an employee's scheduled work time.
- 5

6 **14.10 Life-Giving Procedures**

7 When approved, employees will receive leave of absence with pay, not to exceed

8 five (5) working days in a two (2) year period, for participating in life-giving

9 procedures. "Life-giving procedure" is defined as a medically-supervised

10 procedure involving the testing, sampling, or donation of blood, platelets, organs,

11 fluids, tissues, and other human body components for the purposes of donation,

12 without compensation, to a person or organization for medically necessary

13 treatments. Employees will provide reasonable advance notice and written proof

14 from an accredited medical institution, physician or other medical professional

15 that the employee participated in a life-giving procedure. Employers may take

16 into account program and staffing replacement requirements in the scheduling of

17 leave for life-giving procedures.

18

19 **14.11 Personal Leave**

- 20 A. An employee may choose one (1) workday as a personal leave day during
- 21 the life of this Agreement if the employee has been continuously
- 22 employed by the college/district for more than four (4) months.
- 23

- 24 B. The college/district will release the employee from work on the day
- 25 selected for personal leave if:
- 26

- 27 1. The employee has given at least fourteen (14) calendar days'
- 28 written notice to the supervisor. However, the supervisor has the
- 29 discretion to allow a shorter notice period.
- 30

2. The number of employees choosing a specific day off allows a college/district to continue its work efficiently and not incur overtime.

C. Personal leave may not be carried over.

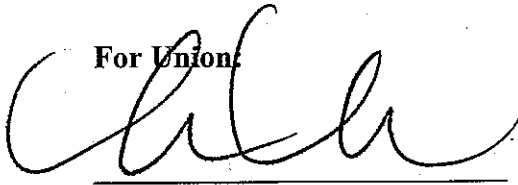
D. Personal leave is pro-rated for less than full-time employees.

E. The pay for a full-time employee's personal leave day is eight (8) hours.

F. Personal leave may be used to care for family members as required by the Family Care Act, WAC 296-130.

This provision will expire with the expiration of the 2007-2009 Agreement.

For Union:



Date

8/31/06

For Employer:



Date

8/31/06

**ARTICLE 15**

**LEAVE WITHOUT PAY**

**15.1** Leave without pay will be granted for the following reasons:

- A. Family and medical leave (in accordance with Article 12)
- B. Compensable work-related injury or illness leave (in accordance with Article 18)
- C. Military leave
- D. Cyclic employment
- E. Suspended Operations (in accordance with Article 13)
- F. Pregnancy Disability Leave (in accordance with Article 14)
- G. Parental Leave (in accordance with Article 14)
- H. Temporary Disability Leave (in accordance with Article 14)

**15.2** Leave without pay may be granted for the following reasons:

- A. Educational leave
- B. Child or elder care emergencies
- C. Governmental service leave
- D. Citizen volunteer or community service leave

E. Conditions applicable for leave with pay

F. Union Activities (in accordance with Article 34)

G. Family Care Leave (in accordance with Article 14)

H. As otherwise provided for in this Agreement

**15.3 Limitations**

Leave without pay will be limited to twelve (12) months in any consecutive five (5) year period, except for:

A. Compensable work-related injury or illness leave

B. Educational leave

C. Governmental service leave

D. Military leave

E. Cyclic employment leave

F. Leave for serious health condition taken under the provisions of the Family and Medical Leave article

G. Leave taken voluntarily to reduce the effect of a layoff

H. Leave authorized in advance by an appointing authority as part of a plan to reasonably accommodate a person of disability or

I. Leave to participate in union activities.

Leave of absence without pay may be extended for an additional twelve (12) months upon signed request of the employee and signed approval of the appointing authority.

#### **15.4 Returning Employee Rights**

Employees returning from authorized leave without pay will be employed in the same position or in another position in the same job classification, as determined by the Employer, provided that such reemployment is not in conflict with other articles in this Agreement. Prior to the commencement of the leave, the Employer will notify the employee in writing regarding return rights.

#### **15.5 Military Leave**

In addition to fifteen (15) days of paid leave granted to employees for active duty or active duty training, unpaid military leave will be granted in accordance with RCW 38.40.060 and applicable federal law. Employees on military leave will be reinstated as provided in RCW 73.16 and applicable federal law.

#### **15.6 Educational Leave**

Leave without pay may be granted for educational leave for the duration of actual attendance in an educational program.

#### **15.7 Child or Elder Care Emergencies**

Leave without pay, compensatory time or paid leave, may be granted for child or elder care emergencies.

#### **15.8 Cyclic Employment Leave**

Leave without pay will be granted to cyclic employees during their off-season.

#### **15.9 Governmental Service Leave**

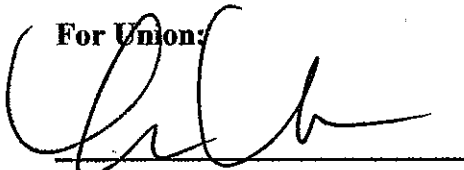
1 Leave without pay may be granted for government service in the public interest,  
2 including but not limited to the U.S. Public Health Service or Peace Corps leave.

3  
4 **15.10 Citizen Volunteer or Community Service Leave**


5 Leave without pay may be granted for community volunteerism or service.

6  
7 **15.11** Requests for leave without pay will be submitted in writing. The Employer will  
8 approve or deny leave without pay requests, in writing, within fourteen (14)  
9 calendar days when practicable and will include the reason for denial.

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11  
12 **For Union:**

13   
14 \_\_\_\_\_  
15 **Date** 8/9/06  
16

**For Employer:**

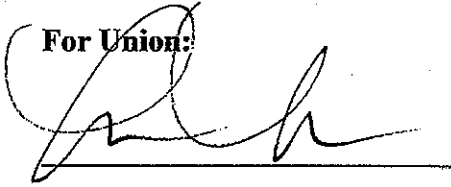
  
\_\_\_\_\_  
**Date** 8/9/06

**ARTICLE 16**


**PARKING**

The Employer agrees not to make any changes to current parking conditions for the term of this Agreement unless it first meets its collective bargaining obligation. Additionally, the Employer agrees to offer low-cost alternative transportation where appropriate and feasible.

**For Union:**

  
Date 7/21/06

**For Employer:**

  
Date 7/21/06

**ARTICLE 17**

**SAFETY AND HEALTH**

**17.1** The Employer, Employee and Union have a significant shared responsibility for workplace safety.

A. The Employer will abide by safety standards in accordance with applicable state and federal law.

B. Employees will comply with applicable safety practices and standards established by the Employer and the Washington Industrial Safety and Health Act (WISHA).

C. The Union will work cooperatively with the Employer on safety-related matters and encourage employees to work in a safe manner.

**17.2** The Employer will determine and provide the required safety devices, personal protective equipment and apparel, which the employees will wear and/or use. If necessary, training will be provided to employees on the safe operation of the equipment prior to use.

**17.3** Each Employer will form joint safety committees in accordance with WISHA requirements at each work location where there are eleven (11) or more employees. Meetings will be conducted in accordance with WAC 296-800-13020. Committee recommendations will be forwarded to the appropriate appointing authority for review and action, as necessary.

**For Union:**

Date

8/7/06

**For Employer:**

Date

8/7/06

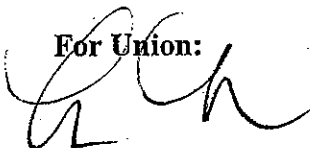
**ARTICLE 18**

**WORK-RELATED INJURY OR ILLNESS**

**Compensable Work-Related Injury or Illness Leave**

An employee who sustains a work-related illness or injury that is compensable under the state workers' compensation law may select time-loss compensation exclusively or leave payments in addition to time-loss compensation. Employees who take sick leave during a period in which they receive time-loss compensation will receive full sick leave pay, minus any time-loss benefits. Employees who take vacation leave or compensatory time during a period in which they receive time-loss compensation will receive full vacation leave or compensatory time pay in addition to any time-loss payments. Leave for a work-related injury, covered by workers' compensation will run concurrently with the FMLA. Notwithstanding Section 15.1 of Article 15, Leave Without Pay, the Employer may separate an employee in accordance with Article 29, Reasonable Accommodation and Disability Separation.

**For Union:**



**Date**

7/17/06

**For Employer:**



**Date**

7/17/06

**ARTICLE 19**

**UNIFORMS, TOOLS AND EQUIPMENT**

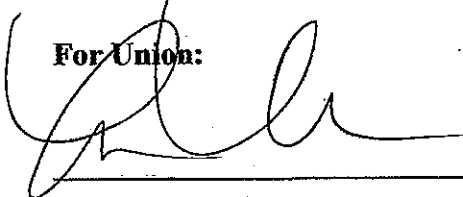
**19.1 Uniforms**

The Employer may require employees to wear uniforms. Where required, the Employer will determine and provide the uniform or an equivalent clothing allowance. The Employer will continue current practices regarding the provision and maintenance of required uniforms, specialized clothing and footwear.

**19.2 Tools and Equipment**

As established by current practices, the Employer may determine and provide necessary tools, tool allowance, equipment and foul weather gear. The Employer will repair or replace employer-provided tools and equipment if damaged or worn out beyond usefulness in the normal course of business. Employees will be responsible for reimbursing the Employer for any provided tool or equipment damaged due to negligence or lost by the employee.

**For Union:**



**Date**

8/10/06

**For Employer:**



**Date**

8/10/06

## ARTICLE 20

### DRUG AND ALCOHOL FREE WORKPLACE

**20.1** All employees must report to work in a condition fit to perform their assigned duties unimpaired by alcohol or drugs. Each institution is required to comply with the Drug-Free Schools and Communities Act (DFSCA) and the Drug-Free Schools and Campuses Regulations in order to be eligible for federal funding.

#### **20.2 Possession of Alcohol and Illegal Drugs**

Employees may not use or possess alcohol while on duty, except when authorized by the institution's policy. The possession or use of illegal drugs is strictly prohibited.

#### **20.3 Prescription and Over-the-Counter Medications**

Employees taking physician-prescribed or over-the-counter medications, if there is a substantial likelihood that such medication will affect job safety, must notify their supervisor or other designated official of the fact that they are taking a medication and the side effects of the medication.

#### **20.4 Drug and Alcohol Testing – Safety Sensitive Functions**

Employees required to have a Commercial Driver's License (CDL) are subject to pre-employment, post-accident, random and reasonable suspicion testing in accordance with the U.S. Department of Transportation rules, Coast Guard Regulations (46 CFR Part 16) or the Federal Omnibus Transportation Employee Testing Act of 1991. The testing will be conducted in accordance with current institution policy.

#### **20.5 Testing for Reasonable Grounds**

A. Reasonable suspicion testing for alcohol or controlled substances may be directed by the Employer for any employee when the Employer has reasonable grounds to suspect that alcohol or controlled substance usage

may be adversely affecting the employee's job performance or that the employee may present a danger to the physical safety of the employee or another. Specific objective grounds must be stated in writing that support the testing. Examples of specific objective grounds include but are not limited to:

1. Physical symptoms consistent with controlled substance and/or alcohol use;
2. Evidence or observation of controlled substance or alcohol use, possession, sale or delivery; or
3. The occurrence of an accident where a trained manager, supervisor or lead worker suspects controlled substance/alcohol usage may have been a factor. Post-accident drug and alcohol testing may be conducted when a work-related incident has occurred involving death, serious bodily injury or significant property/environmental damage, or the potential for death, serious injury, or significant property/environmental damage, and when the employee's action(s) or inaction(s) either contributed to the incident or cannot be completely discounted as a contributing factor.

B. Referral

Referral for testing will be made on the basis of specific objective grounds documented by a supervisor or manager who has attended the training on detecting the signs/symptoms of being affected by controlled substances/alcohol and verified by another trained supervisor or manager.

C. Testing

When reasonable grounds exist, employees must submit to alcohol and/or controlled substance testing when required by the Employer. A refusal to

test is considered the same as a positive test. When an employee is referred for testing, he or she will be removed immediately from duty and transported to the collection site. The cost of reasonable suspicion testing, including the employee's salary, will be paid by the Employer.

D. Testing will be conducted in such a way to ensure maximum accuracy and reliability by using the techniques, chain of custody procedures, equipment and laboratory facilities, which have been approved by the U.S. Department of Health and Human Services. All employees notified of a positive controlled substance or alcohol test result may request an independent test of their split sample at the employee's expense. If the test result is negative, the Employer will reimburse the employee for the cost of the split sample test.

E. Rehabilitation

The Employer may use a positive drug or alcohol test to require an employee to successfully complete a rehabilitation program.

F. Discipline

An employee who has a positive alcohol test and/or a positive controlled substance test may be subject to disciplinary action, up to and including dismissal based on the incident that prompted the testing, including a violation of the drug and alcohol free work place rules.

**20.6 Training**

Training will be made available to managers and supervisors. The training will include:

A. The elements of the Employer's Drug and Alcohol Free Workplace Program;

Tentative Agreement

July 17, 2006

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B. The effects of drugs and alcohol in the workplace;

C. Behavioral symptoms of being affected by controlled substances and/or alcohol;

D. Rehabilitation services available; and

E. Medical confidentiality and HIPAA regulations regarding prescription and over-the counter medications.

For Union:

Date

7/17/06

For Employer:

Date

7/17/06

**ARTICLE 21**

**ELECTRONIC MONITORING OF EMPLOYEE ACTIVITY**

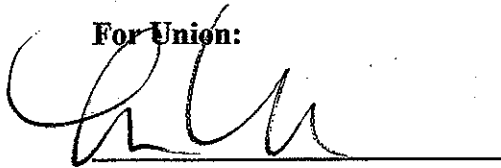
21.1 Except as provided in 21.2, employees generally will not be subjected to electronic monitoring in the workplace without notice by the Employer.

21.2 Where the Employer has reasonable grounds to suspect that an employee has engaged or is engaging in misconduct, it may use electronic monitoring without prior notice as a part of a specific investigation, provided:

A. The monitoring is part of a written investigation plan that describes the reason for, duration, and scope of the monitoring;

B. The monitoring is narrowly tailored to meet the purpose of the investigation.

**For Union:**



Date 7/18/06

**For Employer:**



Date 7/18/06

**ARTICLE 22**

**RELOCATION/USE OF VEHICLES/TRAVEL**

**22.1** The Employer may pay moving expenses for employees affected by employer-initiated actions in accordance with the Office of Financial Management Financial and Administrative Policies, Regulations and Procedures Manual, Part 4, Chapter 2, Section 4.2.4.

**22.2** Employees are responsible for providing their own transportation between their home and duty station or field site. However the Employer may authorize an employee who resides within a reasonable commuting distance of the employee's duty station or field site to take a personally assigned vehicle home, in accordance with the Office of Financial Management Financial and Administrative Policies, Regulations and Procedures Manual, Part 4, Chapter 2, Section 4.2.5.

**22.3** Travel time will be considered time worked, when:

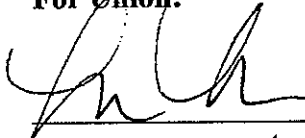
- A. It is required by the Employer during normal work hours from one work site to another; or
- B. It occurs prior to normal work hours to a different work location that is greater than the employee's normal home-to-work travel time; or
- C. The employee is authorized or required to travel away from home overnight and the travel occurs during normal working hours or during corresponding hours on non-working days.

**22.4** Travel time will not be considered time worked, when:

- A. The employee is commuting between the employee's home and his or her office, work site; or

B. When traveling away from home overnight outside of regular working hours or outside of corresponding hours on non-working days when the employee is traveling on an airplane, train, boat, or automobile.

For Union:



Date 7/21/06

For Employer:



Date 7/21/06

ARTICLE 23

USE OF ELECTRONIC DEVICES AND EQUIPMENT

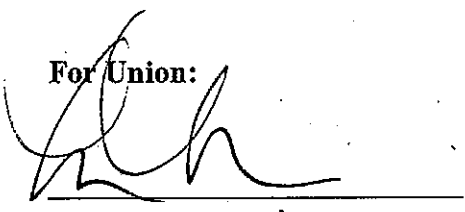
23.1 Equipment provided by the Employer for the purpose of conducting business is to be used primarily for such purposes.

23.2 *De minimis* personal use of electronic office equipment is permitted, provided that such use does not interfere with business operations or job performance.

23.3 The Employer will reimburse employees for college required long distance telephone calls. However, business calls should be made on state telephones during working hours.

23.4 Employees may make use of their personal electronic devices during work time, provided that such use does not interfere with business operations or job performance.

For Union:



Date 7/17/06

For Employer:



Date 7/17/06

**ARTICLE 24**

**DISCIPLINARY PROCEDURES**

**24.1 Representation**

A. Upon request, an employee has the right to a union representative at an investigatory interview called by the Employer, if the employee reasonably believes discipline could result. If the requested representative is not reasonably available, the employee will select another representative who is available.

B. Employees seeking representation are responsible for contacting their representative.

C. The role of the representative is to provide assistance and counsel to the employee, rather than serve as an adversary to the investigator. The exercise of rights in this Article will not interfere with the Employer's right to conduct the investigation.

**24.2 Discipline**

A. Employers will not discipline any employee without just cause.

B. Discipline includes oral and written reprimands, reductions in pay, suspensions, demotions, and discharges. Oral reprimands will be identified as such. When disciplining an employee, the Employer will make a reasonable effort to protect the privacy of the employee.

C. All institution policies regarding investigatory procedures related to alleged employee misconduct, are superseded. The Employer has the authority to determine the method of conducting investigations.

D. The Employer has the authority to impose discipline, which is then subject to the grievance procedure set forth in Article 25. Oral and written reprimands, however, may only be processed through Step 3 of the grievance procedure.

E. The Employer will provide an employee with fifteen (15) calendar days written notice prior to the effective date of a reduction in pay or demotion.

F. The Employer will normally provide an employee with fifteen (15) calendar days written notice prior to the effective date of a discharge. If the Employer fails to provide fifteen (15) calendar days notice, the discharge will stand and the employee will be entitled to payment of salary for time the employee would otherwise have been scheduled to work had fifteen (15) calendar days notice been given.

However, the Employer may discharge an employee immediately without pay in lieu of the fifteen (15) calendar days notice period if, in the Employer's determination, the continued employment of the employee during a notice period would jeopardize the good of the college.

#### **24.3 Investigations**

A. Both parties agree that timely resolution of investigations of alleged employee misconduct is critical to maintaining a positive and productive work environment.

B. Employees are required to fully and truthfully answer all questions during an investigation.

C. Employees placed on an alternative assignment during an investigation will not be prohibited from contacting their union representative.

#### **24.4 Off-Duty Conduct**

The off-duty activities of an employee may be grounds for disciplinary action if said activities are a conflict of interest as set forth in RCW 42.52, are detrimental to the employee's work performance or the program of the Employer, or otherwise constitutes just cause. Employees will report all arrests and any court-imposed sanctions or conditions that affect their ability to perform assigned duties to the Employer within twenty-four (24) hours or prior to their scheduled work shift, whichever occurs first.

#### **24.5 Notice to Employees**

When the Employer is contemplating disciplinary action (reduction in pay, suspension, demotion, and/or discharge) against an employee, the Employer will notify the employee and the Union. Such notice shall include the charges against the employee, an explanation of the evidence which forms the basis for the charge, and the action contemplated. The employee has the right to give reasons orally or in writing why the action should not be taken.

#### **24.6 Probationary Employees**

Nothing in this Article limits the Employer's right to separate a probationary employee during his or her probationary review period.

#### **24.7 Removal of Documents**

A. Written reprimands will be removed from an employee's personnel file after three (3) years if:

1. Circumstances do not warrant a longer retention period; and
2. There has been no subsequent discipline; and
3. The employee submits a written request for its removal. If the request is denied, the Employer will notify the employee in writing.

B. Records of disciplinary actions involving reductions in pay, suspension, or demotions, and written reprimands not removed after three (3) years will be removed after six (6) years if:

1. Circumstances do not warrant a longer retention period; and
2. There has been no subsequent discipline; and
3. The employee submits a written request for its removal. If the request is denied, the Employer will notify the employee in writing.

C. Nothing in this Section will prevent the Employer from agreeing to an earlier removal date, unless to do so would violate RCW 41.06.450.

For Union:



Date

8/9/06

For Employer:



Date

8/9/06

## ARTICLE 25

### GRIEVANCE PROCEDURE

#### 25.1 Terms and Requirements

The Union and the Employer agree that it is in the best interest of all parties to resolve disputes at the earliest opportunity and at the lowest level. The Union and the Employer encourage problem resolution between employees and management and are committed to assisting in resolution of disputes as soon as possible. In the event a dispute is not resolved in an informal manner, this Article provides a formal process for problem resolution.

##### A. Grievance Definition

A grievance is an allegation by an employee or a group of employees that there has been a violation, misapplication, or misinterpretation of this Agreement, which occurred during the term of this Agreement. The term "grievant" as used in this Article includes the term "grievants."

##### B. Filing a Grievance

Grievances may be filed by the Union on behalf of an employee or on behalf of a group of employees. If the Union does so, it will set forth the name of the employee or the names of the group of employees.

##### C. Computation of Time

The time limits in this Article must be strictly adhered to unless mutually modified in writing. Days are calendar days, and will be counted by excluding the first day and including the last day of timelines. When the last day falls on a Saturday, Sunday or holiday, the last day will be the next day which is not a Saturday, Sunday or holiday. Transmittal of grievances, appeals and responses will be in writing. Transmittal of grievances, appeals, and responses may be filed by fax or email. Timelines will apply to the date of receipt, not the date of postmarking.

D. Failure to Meet Timelines

Failure by the Union to comply with the timelines will result in the automatic withdrawal of the grievance. Failure by the Employer to comply with the timelines will entitle the Union to move the grievance to the next step of the procedure.

E. Contents

The written grievance must include the following information or it will not be processed:

1. The nature of the grievance;
2. The facts upon which it is based;
3. The specific article and section of the Agreement violated;
4. The specific remedy requested;
5. The name of the grievant(s) and;
6. The name and signature of the Union representative.

F. Modifications

No newly alleged violations may be made after the initial written grievance is filed, except by written mutual agreement.

G. Resolution

If the Employer provides the requested remedy or a mutually agreed-upon alternative, the grievance will be considered resolved and may not be moved to the next step.

H. Withdrawal

A grievance may be withdrawn at any time.

I. Resubmission

If resolved or withdrawn, a grievance cannot be resubmitted.

J. Pay

Job representatives will be provided a reasonable amount of time during their normal working hours to investigate and process grievances through Step 3. Grievants and job representatives will not lose pay for attending informal dispute resolution meetings, grievance meetings, alternative dispute resolution sessions, and arbitration hearings held during their scheduled work time. Grievants will not be paid for informal dispute resolution meetings, grievance meetings, alternative dispute resolution sessions, and arbitration hearings held during their off-duty time.

K. Group Grievances

No more than five (5) grievants will be permitted to attend a single grievance meeting.

L. Consolidation

The Employer may consolidate grievances arising out of the same set of facts.

M. Bypass

Any of the steps in this procedure may be bypassed with mutual written consent of the parties involved at the time the bypass is sought.

N. Discipline

Disciplinary grievances will be initiated at the level at which the disputed action was taken.

O. Grievance Files

Written grievance and responses will be maintained separately from the personnel files of the employees.

P. Alternative Resolution Methods

Any time during the grievance process, by mutual consent, the parties may use alternative methods to resolve the dispute. If the parties agree to use alternative methods, the time frames in this Article are suspended. If the selected alternative method does not result in a resolution, the Union may return to the grievance process and the time frames resume.

**25.2 Filing and Processing**

A. Filing

A grievance must be filed within thirty (30) days of the occurrence giving rise to the grievance, or the date the grievant knew or could reasonably have known of the occurrence.

B. Processing

**Step 1:** If the issue is not resolved informally, the Union may present a written grievance to the supervisor or designee with a copy to the Human Resources Office, within the thirty (30) day period described above. The responsible supervisor, manager or designee will meet in person or confer by telephone with a job representative and/or staff representative, and the grievant within ten (10) days of receipt of the grievance, and will respond in writing to the Union within ten (10) days after the meeting.

**Step 2:** If the grievance is not resolved at Step 1, the Union may move it to the next step by filing it with the Human Resources Office, within ten

(10) days of the Union's receipt of the Step 1 decision. The Human Resources Office will designate who will hear the grievance at Step 2. The designee will meet in person or confer by telephone with a job representative or staff representative, and the grievant within ten (10) days of receipt of the appeal and will respond in writing to the Union within ten (10) days after the meeting.

**Step 3:** If the grievance is not resolved at Step 2, the Union may move to the next step by filing it with the President/Chancellor, with a copy to the Human Resources Office, within ten (10) days of the Union's receipt of the Step 2 decision. The President/Chancellor or designee will meet in person or confer by telephone with a job representative or staff representative and the grievant within ten (10) days of receipt of the appeal, and will respond in writing to the Union within ten (10) days after the meeting.

**Step 4:** If the grievance is not resolved at Step 3, the Union may file a demand for arbitration (with a copy of the grievance and all responses attached). It will be filed with the Director of the OFM Labor Relations Office (OFM/LRO) and the College President/designee within ten (10) days of receipt of the Step 3 decision.

Within ten (10) days of the receipt of the arbitration demand, the OFM/LRO will discuss with the Union whether a pre-arbitration review meeting will be scheduled with the OFM/LRO Director or designee, the College's Human Resource Office representative, and the Union's representative to review and attempt to settle the dispute. If the matter is not resolved in this pre-arbitration review, within ten (10) days of the meeting, the Union may file a demand to arbitrate the dispute with the American Arbitration Association (AAA).

1 If the parties are unable to reach agreement to conduct a meeting, the  
2 OFM/LRO Director or designee will notify the Union in writing that no  
3 pre-arbitration review meeting will be scheduled. Within ten (10) days of  
4 receipt of this notice, the Union may file a demand to arbitrate the matter  
5 with the AAA.  
6

7 C. Selecting an Arbitrator

8 The parties will select an arbitrator by mutual agreement or by alternately  
9 striking names supplied by the AAA, and will follow the Labor  
10 Arbitration Rules of the AAA unless they agree otherwise in writing.  
11

12 D. Authority of the Arbitrator

13 1. The arbitrator will:

- 14
- 15 a. Have no authority to add to, subtract from, or modify any  
16 of the provisions of this Agreement;  
17
  - 18 b. Be limited in his or her decision to the grievance issue(s)  
19 set forth in the original written grievance unless the parties  
20 agree to modify it;  
21
  - 22 c. Not make any award that provides an employee with  
23 compensation greater than would have resulted had there  
24 been no violation of this Agreement;  
25
  - 26 d. Not have the authority to order the Employer to modify his  
27 or her staffing levels or to direct staff to work overtime.  
28

- 29 2. The arbitrator will hear arguments on and decide issues of  
30 arbitrability before the first day of arbitration at a time convenient  
31 for the parties, immediately prior to hearing the case on its merits,

or as part of the entire hearing and decision-making process. If the issue of arbitrability is argued prior to the first day of arbitration, it may be argued in writing or by telephone, at the discretion of the arbitrator. Although the decision may be made orally, it will be put in writing and provided to the parties.

3. The decision of the arbitrator will be final and binding upon the Union, the Employer and the grievant.

E. Arbitration Costs

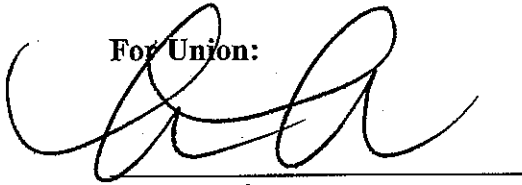
1. The expenses and fees of the arbitrator, and the cost (if any) of the hearing room will be shared equally by the parties.
2. If the arbitration hearing is postponed or canceled because of one party, that party will bear the cost of the postponement or cancellation. The costs of any mutually agreed upon postponements or cancellations will be shared equally by the parties.
3. If either party desires a record of the arbitration, a court reporter may be used. If that party purchases a transcript, a copy will be provided to the arbitrator, free of charge. If the other party desires a copy of the transcript, it will pay for half of the costs of the fee for the court reporter, the original transcript and a copy.
4. Each party is responsible for the costs of its attorneys, staff representatives, and all other costs related to the development and presentation of their case. When an employee is subpoenaed as a witness on behalf of the Union in an arbitration case, the employee may appear without loss of pay if he or she appears during his or her work time. Every effort shall be made to avoid the

1 presentation of repetitive witnesses. The Union is responsible for  
2 paying any travel or per diem expenses for its witnesses, the  
3 grievant and the job representative.  
4

5 **25.3 Election of Remedies**

6 Arbitrating a claim under this Article constitutes a waiver of the right to pursue  
7 the same claim before the Equal Employment Opportunity Commission, the  
8 Human Rights Commission, or in a judicial or other forum. Pursuit of a claim  
9 before the Equal Employment Opportunity Commission, the Human Rights  
10 Commission, or in a judicial or other forum constitutes a waiver of the right to  
11 pursue the claim through arbitration under this Article.

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13 **For Union:**

14 

15  
16 **Date**

17 8/31/06

**For Employer:**



**Date**

8/31/06

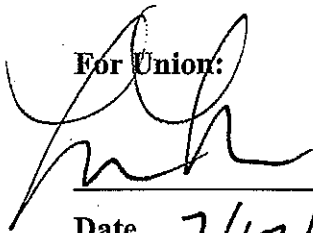
**ARTICLE 26**

**GENERAL CONDITIONS AND BENEFITS**

**26.1** The Employer will provide employee lounge facilities apart from work areas.

**26.2** The Employer and the Union recognize the value of compressed workweeks, flextime arrangements and telecommuting/telework.

**For Union:**



**Date**

7/17/06

**For Employer:**



**Date**

7/17/06

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**ARTICLE 27**

**LEGAL LIABILITY**

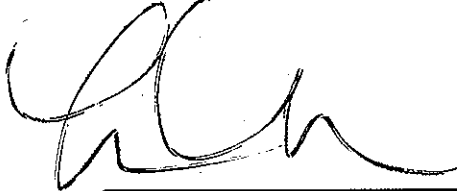
**27.1 Employee Liability**

If an employee becomes a defendant in a civil liability suit arising out of actions taken or not taken in the course of his or her employment for the state, he or she has the right to request representation and indemnification through his or her Employer according to RCW 4.92.

**27.2 Personal Property Reimbursement**

An employee has the right to seek reimbursement for personal property items damaged in the proper performance of his or her duties, and the Employer will process the request in accordance with RCW 4.92.100. Employees are encouraged to take precautions to protect personal property/equipment.

FOR THE UNION



DATE

7/17/06

FOR THE EMPLOYERS



DATE

7/17/06

**ARTICLE 28**

**PERSONNEL FILES**

**28.1.1** The Employer will maintain an official personnel file for each employee, showing a record of employment and such other information required for business and legal purposes. The Employer will determine the location of the personnel file and will notify the Union if someone other than the Employer's Human Resource Manager is responsible for the personnel file.

**28.2** Health and medical information obtained by the Employer will be maintained in a separate, confidential file. The Employer will not require employees to provide information about the health or medical conditions of the employee or the employee's family unless such information is related to the performance of duties within the scope of employment, fitness to hold the employee's position or the providing of benefits requested by the employee.

**28.3** An employee and/or his or her representative may arrange to examine the employee's personnel file, medical file and/or the file kept by the employee's supervisor during regular business hours upon reasonable notice. Written authorization from the employee is required before any representative of the employee will be granted access to the personnel file, medical file and/or the file kept by the employee's supervisor. The Employer may charge a reasonable fee for copying any materials beyond the first copy requested by the employee or his or her representative.

**28.4** Employees will be provided a copy of all adverse material placed in the official personnel file at the time it is placed in the file. The employee or his or her representative may not remove any contents from the file; however, an employee may provide a written rebuttal or refuting documentation to any information in the file that he or she considers objectionable. The parties agree that it is a good

1 practice for an employee to be provided with copies of letters of appreciation and  
2 commendation addressed to the Employer. Employees may insert a reasonable  
3 amount of job related material in their personnel file that reflects favorably on  
4 their job performance.

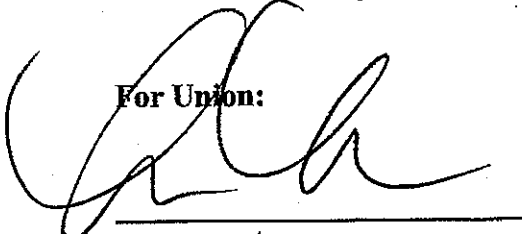
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6 **28.5** Information in the personnel files will be retained only as long as it has a  
7 reasonable bearing on the employee's job performance or upon the efficient and  
8 effective management of the District. Adverse material related to alleged  
9 employee misconduct that is determined to be false, and all information related to  
10 incidents of which the employee has been fully exonerated of wrong doing, will  
11 be promptly removed from the personnel file. Such information will be  
12 maintained in an administrative file, separate and apart from the personnel file  
13 and will not be released unless required by judicial order or by applicable laws  
14 governing disclosure of public documents.

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16 **28.6** When documents in an employee's personnel file are the subject of public  
17 disclosure request, the Employer will provide the employee with a copy of the  
18 request at least seven (7) calendar days in advance of the intended release date.

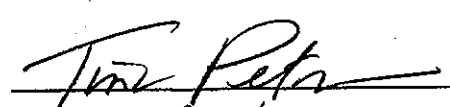
19  
20 **28.7** The Employer will not release personal information about an employee except as  
21 is necessary, or as the law requires.

1 **28.8** Supervisors may keep working files of documentation relevant to employee  
2 performance. Such documentation will be kept in the working file no more than  
3 the current evaluation period unless related to issues of an ongoing nature.  
4 Supervisors who keep employee working files will maintain the files in a manner  
5 that protects against unauthorized access or casual observation and in accordance  
6 with other governing laws and rules. Employees may view these files per Section  
7 28.3 above, but may not append refutations nor rebuttals to the file.

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9 **For Union:**

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11 \_\_\_\_\_  
12 **Date** 7/21/06

**For Employer:**

  
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**Date** 7/21/06